

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM594768

| | | | |
|---|---|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Eighth Day Sound Systems, Inc. | | 08/27/2020 | Corporation: OHIO |
| RECEIVING PARTY DATA | | | |
| Name: | Carlyle Global Credit Investment Management L.L.C., as Administrative Agent | | |
| Street Address: | 520 Madison Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10022 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3351123 | EIGHTH DAY SOUND | |
| Registration Number: | 3351106 | EIGHTH DAY SOUND | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127514864 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 2129061216 | | |
| Email: | angela.amaru@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP c/o Angela M. Amaru | | |
| Address Line 1: | 885 Third Avenue | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 017637-2080 | | |
| NAME OF SUBMITTER: | Angela M. Amaru | | |
| SIGNATURE: | /s/ Angela M. Amaru | | |
| DATE SIGNED: | 08/28/2020 | | |
| Total Attachments: 7 | | | |
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Notwithstanding anything herein to the contrary, the lien and security interest granted to the Second Lien Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Second Lien Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of August 27, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among Fulton Bank, as First Lien Collateral Agent and Carlyle Global Credit Investment Management L.L.C., as Second Lien Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

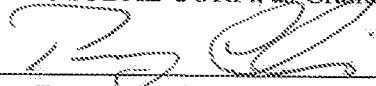
Please be advised that pursuant to the Security and Pledge Agreement dated as of August 27, 2020 (as amended, modified, extended, restated, renewed, replaced, or supplemented from time to time, the “Agreement”) and among the Grantors party thereto (each a “Grantor” and collectively, the “Grantors”) and Carlyle Global Credit Investment Management L.L.C., as administrative agent (the “Administrative Agent”) for the Secured Parties referenced therein, the undersigned Grantor has granted, and hereby does grant, to the Administrative Agent for the ratable benefit of the Secured Parties, a continuing security interest in and a right to set off against (i) the trademarks, service marks, and the registrations and applications for the registration thereof shown on Schedule 1 attached hereto (ii) all counterparts, extensions and renewals of any of the foregoing, (iii) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including, without limitation, damages or payments for past, present or future infringements, violations, dilutions or misappropriations of any of the foregoing, (iv) the right to sue for past, present or future infringements, violations, dilutions or misappropriations of any of the foregoing and (v) all rights corresponding to any of the foregoing (including the goodwill) throughout the world (“Trademark Collateral”).

For the avoidance of doubt, no security interest has been granted in the Security Agreement, or is granted hereunder, in any United States intent-to-use trademark applications to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable Law; provided that upon submission and acceptance by the USPTO of an amendment to allege pursuant to 15 U.S.C. Section 1060(a) or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the foregoing Trademark Collateral (a) may only be terminated in accordance with the terms of the Agreement and (b) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

CLAIR GLOBAL CORP., as Grantor

By: 

Name: Troy A. Clair

Title: President and Chief Executive Officer

[SIGNATURE PAGE TO SECOND LIEN NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK]

TRADEMARK
REEL: 007037 FRAME: 0177

CLAIR BROTHERS AUDIO SYSTEMS, LLC, as
Grantor

By: 

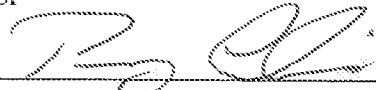
Name: Troy A. Clair

Title: President and Chief Executive Officer

[SIGNATURE PAGE TO SECOND LIEN NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK]

TRADEMARK
REEL: 007037 FRAME: 0178

EIGHTH DAY SOUND SYSTEMS, INC., as
Grantor

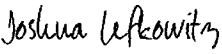
By: 
Name: Troy A. Clair
Title: Chief Executive Officer

[SIGNATURE PAGE TO SECOND LIEN NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK]

TRADEMARK
REEL: 007037 FRAME: 0179

Acknowledged and Accepted:

CARLYLE GLOBAL CREDIT INVESTMENT MANAGEMENT L.L.C.,
as Administrative Agent

By: 
Name: Joshua Lefkowitz
Title: Managing Director

SCHEDULE 1

List of Trademarks

| Mark | Country | Current Owner | Reg. No./ (App. No.) | Reg. Date/ (App. Date) | Status; Renewal Date |
|---|---------|-----------------------------------|----------------------|------------------------|---|
| CLAIR BROS | USA | Clair Global Corp. | (88/202151) | (11/21/2018) | Pending ITU |
| C CLAIR & DESIGN  | USA | Clair Global Corp. | 3883353 | 11/30/2010 | Registered; Renewal Due 11/30/2020 |
| EIGHTH DAY SOUND  | USA | Eighth Day Sound Systems, Inc. | 3351123 | 12/11/2007 | Registered; Renewal Due 12/13/2027 |
| EIGHTH DAY SOUND | USA | Eighth Day Sound Systems, Inc. | 3351106 | 12/11/2007 | Registered; Renewal Due 12/13/2027 |
| CLAIR SOLUTIONS | USA | Clair Brothers Audio Systems, LLC | 5434631 | 03/27/2018 | Registered; Section 8 Declaration Due 3/27/2024 |
|  | USA | Clair Brothers Audio Systems, LLC | 5434633 | 3/27/2018 | Registered; Section 8 Declaration Due 3/27/2024 |
|  | USA | Clair Brothers Audio Systems, LLC | 5439576 | 4/3/2018 | Registered; Section 8 Declaration Due 4/3/2024 |